



### SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Jonas L. Zook, doing business as Twin Pine Kennel, with reference to the following facts:

1. At all times mentioned herein, Jonas L. Zook operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 11399 Swoveland Road, Greens Fork, Indiana.
2. APHIS has documented evidence of Jonas L. Zook's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Jonas L. Zook's failure to provide adequate veterinary care and husbandry to dogs as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.1, 2.50, 2.75, 3.1-3.11).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Jonas L. Zook have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Jonas L. Zook admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Jonas L. Zook consents and agrees to the following:
  - a. Jonas L. Zook agrees to sell, donate, and/or transfer ownership and possession of any dogs on his premises, regardless of ownership, within twelve (12) weeks from the date he signs this Settlement Agreement.



- b. Animal Care will, upon written request, grant an exemption for Jonas L. Zook to retain a reasonable number of dogs that are maintained for his own personal use and enjoyment, provided that the laws of the jurisdiction where he lives allow him to keep the animals.
- c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Jonas L. Zook holds at the time he signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.
- d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals present immediately at Jonas L. Zook's facility to determine the current inventory of animals, and Animal Care shall take a second inventory of the animals present at Jonas L. Zook's within twelve (12) weeks from the date he signs this Settlement Agreement to verify compliance with paragraph (a) above. Jonas L. Zook shall not unreasonably withhold his consent to a time and date for Animal Care to conduct the inventory. Jonas L. Zook shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date he signs this Settlement Agreement.
- e. As of the date Jonas L. Zook signs this Settlement Agreement, AWA license 32-A-0294 is hereby revoked.
- f. Jonas L. Zook and any partnerships, firms, corporations or other legal entities that he controls or in which he has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 11399 Swoveland Road, Greens Fork, Indiana.



7. Jonas L. Zook consents and agrees that his failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Jonas L. Zook based upon the non-compliant items documented at 11399 Swoveland Road, Greens Fork, Indiana, in connection with animal welfare investigation IN120007-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Jonas L. Zook's agreements and actions described in paragraph 6 above, and the promises and admissions of Jonas L. Zook set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Jonas L. Zook in connection with the alleged AWA violations documented in animal welfare investigation IN120007-AC.

APHIS and Jonas L. Zook warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Jonas L. Zook

Signature: \_\_\_\_\_

Date: 5-28-12

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: \_\_\_\_\_

Robert J. Huttenlocker  
Director  
Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture

JUN 12 2012  
Date: \_\_\_\_\_